

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. Bernard Software, Inc.		08/14/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EVault, Inc.		
Street Address:	6121 Hollis Street		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2223358	OPEN FILE MANAGER	
CORRESPONDENCE DATA			
Fax Number:	(650)324-0638		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-324-7000		
Email:	sv-trademark@hellerehrman.com		
Correspondent Name:	Harold J. Milstein, Heller Ehrman LLP		
Address Line 1:	275 Middlefield Road		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	42277-0007		
NAME OF SUBMITTER:	Harold J. Milstein		
Signature:	/HaroldMilstein/		
Date:	09/21/2007		

OP \$40.00 2223358

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

WHEREAS, St. Bernard Software, Inc., a Delaware corporation, having its principal place of business at 1505 Avenue of Science, San Diego, California 92128 ("Assignor"), is the owner of the following trademarks and/or service marks (the "Marks"):

Registered Trademarks
US Registered Trademark No. 2223358, to the mark "Open File Manager"

Trademark Applications

Unregistered Trademarks

WHEREAS, EVault, Inc., a Delaware corporation ("Assignee"), having its principal place of business at 6121 Hollis Street, Emeryville, California 94608, is desirous of acquiring the entire and exclusive right, title and interest in and to the Marks in the United States and throughout the world;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to Assignor in hand paid, the foregoing recitals, the mutual covenants and agreements contained in the Asset Purchase Agreement, dated as of August ~~1~~¹, 2007 (the "Agreement"), by and between Assignor and Assignee and other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest throughout the world in and to the Marks, including all common law rights therein, applications to register therefor, the goodwill of the business symbolized by the Marks, and further, all rights and privileges pertaining to the Marks including without limitation the right, if any, to sue, bring other actions, and recover damages for past, present and future infringement thereof.

2. **Further Assignment.** Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for trademarks or other such forms of protection and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. **Authorization of Patent and Trademark Office to Record.** Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for trademark or other proper protection, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. **Further Assurances.** At reasonable cost to Assignor, Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Marks and the goodwill appurtenant thereto.

JURAT

State of California

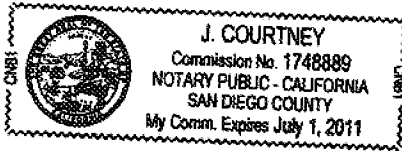
County of San Diego

Subscribed and sworn to (or affirmed) before me on

this 14 day of August, 2007

by Vincent A. Rossi

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(seal)

Signature

J. Courtney

TRADEMARK

REEL: 003626 FRAME: 0165

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of August, 2007.

[TO BE NOTARIZED]

ST. BERNARD SOFTWARE, INC.

By: _____

Name: _____

Assignee hereby accepts the foregoing assignment:
EVAULT, INC.

By:  _____

Name: Mark E. Grace

Title: Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

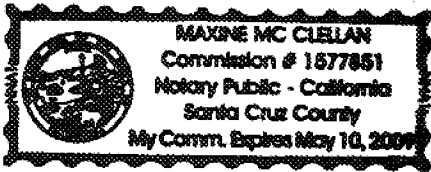
State of California

County of Santa Cruz

On August 13, 2007 before me, Maxine McClellan
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mark E. Grace
Name(s) of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Maxine McClellan
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Patents and Patent Applications

Document Date: August 13, 2007 Number of Pages: 4

Signer(s) Other Than Named Above: St. Bernard Software, Inc.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark E. Grace

- Individual
- Corporate Officer
Title(s): Director
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:
EAULT, INC.



Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:

